

BK1904PG0432

STATE MS.-DE SOTO CO.

JAN 8 9 36 AM '04

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Lexis Document Solutions and
Corporation Service Company
P.O. Box 2969
Springfield, IL 62708

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
Delta Bluff, LLC, d/b/a Delta Bluff of Mississippi, LLC

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

35 Union Avenue, Suite 301 Memphis TN 38103 USA

1d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any

62-1743266 limited liability com Tennessee 0352395 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
DBNC Peach I Trust

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

1251 Avenue of the Americas, 16th Floor New York NY 10020 US

4. This FINANCING STATEMENT covers the following collateral:

See attached Rider

5. ALTERNATIVE DESIGNATION [if applicable]: LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG LIEN NON-UCC FILING

6. ☒ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum. 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [if applicable] (ADDITIONAL FEE) Optional All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

180515414B To be filed with the County of DeSoto, Mississippi # 1279

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UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME	Delta Bluff, LLC, d/b/a Delta Bluff of Mississippi, LLC		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME				
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS	CITY		STATE	POSTAL CODE
		COUNTRY		
11d. TAX ID #	SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION
				11g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME				
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS	CITY		STATE	POSTAL CODE
		COUNTRY		

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate:

See Exhibit A to attached Rider

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

Debtor is record owner

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

- ☐ Debtor is a TRANSMITTING UTILITY
- ☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years
- ☐ Filed in connection with a Public-Finance Transaction — effective 30 years

RIDER TO UCC-1 FINANCING STATEMENT

Name and address of Debtor: Delta Bluff, LLC, a Tennessee limited liability company doing business in Mississippi as Delta Bluff of Mississippi, LLC

35 Union Avenue, Suite 301
Memphis, TN 38103

Taxpayer Identification Number of Debtor: 62-1743266

Name and address of Secured Party: DBNC Peach I Trust, a Delaware trust
1251 Avenue of the Americas, 16th Floor
New York, NY 10020

Taxpayer Identification Number of Secured Party:

Business: The business enterprise operated under the following trade name at each address identified below:

Trade Name: Address (See Exhibit A for more specific description)

Applebee's Neighborhood Grill & Bar 7515 Goodman Road
Olive Branch, MS 38654

The Collateral covered by this Financing Statement includes:

(a) All estate, right, title and interest of the Debtor in, to, under or derived from all machinery, equipment, fixtures and accessions thereof and renewals, replacements thereof and substitutions therefor and other tangible property of every kind and nature whatsoever owned by the Debtor, or in which the Debtor has or shall have an interest, now or hereafter located upon the real property described on Exhibit A annexed hereto (the "Real Property") or in each Business described above, or appurtenant thereto, or usable exclusively in connection with the present or future operation and occupancy of each Business (hereinafter collectively called the "Equipment");

(b) All estate right, title and interest of the Debtor in, to, under or derived from all contract rights, chattel paper, instruments, general intangibles, computer hardware, software and intellectual property, Accounts, guaranties and warranties, letters of credit, and documents, in each case relating to each Business or to the present or future operation or occupancy of each Business, but in each case excluding all Excluded Collateral (hereinafter defined), and all plans, specifications, maps, surveys, studies, books of account, records, files, insurance policies, guarantees and warranties, all relating to the Real Property and each Business or to the present or

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Delta Bluff, LLC
Olive Branch MS
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future operation or occupancy of the Real Property and each Business, all architectural, engineering, construction and management contracts, all supply and service contracts for water, sanitary and storm sewer, drainage, electricity, steam, gas, telephone and other utilities relating to the Real Property and each Business and all other agreements affecting or relating to the use, enjoyment or occupancy of each Business;

(c) All estate, right, title and interest of the Debtor in, to, under or derived from all licenses, authorizations, certificates, variances, consents, approvals and other permits now or hereafter pertaining to the Real Property and each Business and all estate, right, title and interest of the Debtor in, to, under or derived from all tradenames or business names relating to each Business or the present or future operation or occupancy of each Business, but excluding all Excluded Collateral (hereafter defined);

(d) All estate, right, title and interest of the Debtor in, to, under or derived from all amounts deposited with the Secured Party, including all insurance proceeds and awards and including all notes, certificates of deposit, securities and other investments relating thereto and all interest, dividends and other income thereon, proceeds thereof and rights relating thereto;

(e) All estate, right, title and interest of the Debtor in, to, under or derived from all proceeds of any sale, transfer, taking by condemnation (or any proceeding or purchase in lieu thereof), financing, refinancing or a conversion into cash or liquidated claims, whether voluntary or involuntary, of any of the Real Property or each Business, including all insurance proceeds and awards and title insurance proceeds under any title insurance policy now or hereafter held by the Debtor, and all rights, dividends and other claims of any kind whatsoever (including damage, secured, unsecured, priority and bankruptcy claims) now or hereafter relating to Real Property, each Business, or any other collateral;

(f) All estate, right, title and interest of the Debtor as seller in, to or under any agreement, contract, understanding or arrangement pursuant to which the Debtor has obtained the agreement of any person to purchase any of the Real Property or the Collateral (hereinafter defined) or any interest therein and all income, profits, benefits, avails, advantages and claims against guarantors under any thereof;

(g) All inventory held or maintained at each Business, or otherwise used in the ownership or operation of each Business, including, without limitation, all food and paper inventory together with all additions and accessions thereto, replacements therefor, products thereof and documents therefor (collectively, the "Inventory");

(h) All income and proceeds of any and all of the above items (a) through (g) (all such items (a) through (g) being sometimes referred to as the "Collateral").

Notwithstanding the foregoing provisions, the grant of a security interest hereunder shall **NOT** extend to, and the term "Collateral" shall not include, any general intangibles which are now or hereafter held by the Debtor as licensee, franchisee or otherwise, to the extent that (i) such general intangibles are not assignable or capable of being encumbered as a matter of law or under the terms of the license, franchise agreement or other agreement applicable thereto (but solely to the extent that any such restriction shall be enforceable under

applicable law), without the consent of the licensor or franchisor thereof or other applicable party thereto and (ii) such consent has not been obtained ("Excluded Collateral"); *provided, however*, that the forgoing grant of security interest shall extend to, and the term Collateral shall include, (A) any and all proceeds of such general intangibles to the extent that the assignment or encumbering of such proceeds is not so restricted and (B) upon any such licensor, franchisor or other applicable party's consent with respect to any such otherwise excluded general intangibles being obtained, thereafter such general intangibles as well as any and all proceeds thereof that might theretofore have been excluded from such grant of a security interest and the term "Collateral."

Primary Collateral For:

Loan #0067001279

Cross-Collateralized With/Also Collateral For:

Loan #0028001012

EXHIBIT A

Lot 1, Phase II, Village Shops of Crumpler Place, as shown on plat of record in Plat Book 60, Page 24, in Section 32, Range 6 West, Township 1 South, as said plat is recorded in the office of the Chancery Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said lot.